

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 10**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a formal cooperative relationship between the Oregon Department of Environmental Quality (ODEQ) and the United States Environmental Protection Agency, Region 10 (EPA) (collectively, the Parties) in an area of mutual interest. Implementation of this MOU intends to allow for the undertaking of post-removal site controls at the Opalite Mine Site (Site) following the planned removal action in 2020. The removal action and post-removal site controls are intended to protect human health and the environment from hazardous substances, pollutants, or contaminants present at the Site.

II. BACKGROUND

The Site is located on Tax Lots 700 and 701, Tax Map Number 40S40ED001, in Malheur County, Oregon. The Site consists of a former mercury mine and surrounding rural property. Contaminants of concern at the Site include mercury, arsenic, and antimony. The release and threat of release of these hazardous substances into the environment led to EPA's decision to take a removal action at the Site.

On February 21, 2020, EPA issued an Action Memorandum documenting and approving the decision to take certain response actions at the Site. Those actions include:

- Installation of three gates and construction of berms and trenches to restrict the public's vehicular access;
- Construction of a bypass road and repair of an existing road to serve as detours around contaminated areas;
- Capping of a small area of mine waste material; and
- Installation of warning signs.

The Action Memorandum further states: "As part of Post Removal Site Controls, DEQ will conduct necessary maintenance of the repaired roads, bypass roads, signs, berms, gates, and trenches installed at the Site pursuant to this Action Memorandum. EPA and DEQ intend to enter into a Memorandum of Understanding to address Post Removal Site Controls."

This MOU is the Memorandum of Understanding referenced in the EPA Action Memorandum.

III. AUTHORITIES

EPA enters into this MOU pursuant to Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act, which authorizes EPA to undertake, consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, response actions to address releases and threats of releases of hazardous substances, pollutants, or contaminants into the environment. Pursuant to Section 300.415(l) of the National Oil and Hazardous Substances

Pollution Contingency Plan, such response actions can include cooperation with the State for the provision for post-removal site controls. Such post-removal site controls include actions necessary to ensure the effectiveness and integrity of the removal action.

IV. ROLES AND RESPONSIBILITIES

ODEQ intends to contribute to the support of this MOU by conducting necessary post-removal site controls at the Site. Post-removal site controls include maintenance of the on-site repository, roads, signs, berms, gates, and trenches installed at the Site pursuant to the Action Memorandum.

EPA intends to support this MOU by sharing information and coordinating with ODEQ regarding the removal work timeline, completion, and technical specifications of the on-site repository, roads, signs, berms, gates, and trenches installed at the Site pursuant to the Action Memorandum.

V. LIMITATIONS

A. This MOU is a voluntary agreement that expresses the good-faith intentions of the Parties, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.

B. All commitments made in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates ODEQ or EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. ODEQ agrees not to submit a claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this MOU.

C. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this agreement, against ODEQ or EPA, their officers or employees, or any other person. This MOU does not apply to any person outside ODEQ and EPA.

VI. POINTS OF CONTACT

The following individuals are designated points of contact for the MOU:

United States Environmental Protection Agency, Region 10:

Wally Moon
Chief, Spill Prevention and Removal Section
Superfund and Emergency Management Division
1200 Sixth Avenue., Suite 155 M/S: 13-J07, Seattle, WA 98101
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206-553-6323

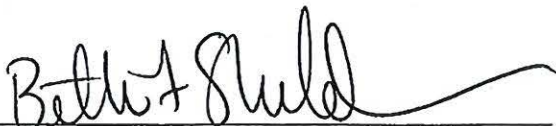
The Oregon Department of Environmental Quality:

David Anderson, RG
Eastern Region Cleanup and Emergency Response Program Manager
475 Bellevue Dr., Suite 110
Bend, OR 97701
anderson.david@deq.state.or.us
541-633-2012


VII. MODIFICATION/DURATION/TERMINATION

This MOU shall take effect upon the signature of the Parties and remain in effect for a period of 5 years. This MOU may be extended or modified at any time through the mutual written consent of the Parties. Additionally, a party may terminate its participation in this MOU at any time by providing written notice to the other party at least 90 days in advance of the desired termination date.

VIII. APPROVAL


for Sheila Fleming
Acting Director
Superfund and Emergency Management Division
EPA Region 10

3/6/2020
Date


Lydia Emer
Land Quality Division Administrator
Oregon Department of Environmental Quality

3-6-2020
Date